



C o u n t y o f S a n L u i s O b i s p o

GENERAL SERVICES AGENCY

Janette D. Pell, Director

Helen McCann, Department Administrator

REQUEST FOR PROPOSAL PS- #1155 VIDEO PRODUCTION AND GOVERNMENT CHANNEL SERVICES

December 6, 2011

The County of San Luis Obispo (County) is currently soliciting proposals for professional services for Video Production Services.

Each proposal shall specify each and every item as set forth in the attached specifications. Any and all exceptions must be clearly stated in the proposal. Failure to set forth any item in the specifications without taking exception may be grounds for rejection. The County reserves the right to reject any and all proposals and to waive any irregularity or informality in any proposal or in the Request for Proposal process, as long as, in the judgment of the County, such action will not negate fair competition and will permit proper comparative evaluation of the proposals submitted.

This Request for Proposal is posted on the County's Purchasing website at http://www.slocounty.ca.gov/GSA/Purchasing/Current_Formal_Bids_and_Proposals.htm. Any changes, additions, or deletions to this Request for Proposal will be in the form of written addenda issued by the County. Any addenda will be posted on the website. Prospective proposers must check the website for addenda or other relevant new information during the response period. The County is not responsible for the failure of any prospective proposer to receive such addenda. All addenda so issued shall become a part of this Request for Proposal.

If your firm is interested and qualified, please submit nine (9) hard copies and one (1) electronic copy (on CD) of your proposal on January 4, 2012 by 3:00 p.m. to:

County of San Luis Obispo
PHILL HALEY, GSA Purchasing
1087 Santa Rosa Street
San Luis Obispo, CA 93408

If you have any questions about the proposal process, please contact me. Technical questions and other information can be addressed during the tour of the Board of Supervisors Chambers, scheduled for December 12, 2011 (See Section 1.11 of this RFP for more information).

All questions pertaining to the content of this Request for Proposal must be made in writing via e-mail to Gary Hicklin at: ghicklin@co.slo.ca.us. All questions will receive a response within three (3) business days. The question and its response will be posted (anonymously) on the County's Purchasing web site located at the link above. The County reserves the right to determine the appropriateness of comments/questions that will be posted on the website.

PHILL HALEY
Buyer – GSA Purchasing
phaley@co.slo.ca.us

VIDEO PRODUCTION AND GOVERNMENT CHANNEL SERVICES**LOCAL VENDOR PREFERENCE**

The County has established a local vendor preference. When quality, service, and other relevant factors are equal, responses to Requests for Proposals will be evaluated with a preference for local vendors. Note the following exceptions:

1. Those contracts which State Law or, other law or regulation precludes this local preference.
2. Public works construction projects.

A "local" vendor preference will be approved as such when, 1) The vendor conducts business in a fully staffed office with a physical address within the County of San Luis Obispo; 2) The vendor holds a valid business license issued by the County or a city within the County; and 3) The vendor has conducted business at the local address for not less than six (6) months prior to the due date of this Request for Proposal..

Proposals received in response to this Request for Proposal will be evaluated by the Selection Committee considering the local vendor preference described above when quality, service and other relevant factors are equal. The burden of proof will lie with proposers relative to verification of "local" vendor preference. Should any questions arise, please contact a buyer at (805) 781-5200.

	YES	NO
Do you claim local vendor preference?		
Do you conduct business in an office with a physical location within the County of San Luis Obispo?		
Business Address: _____		
Years at this Address: _____		
Does your business hold a valid business license issued by the County or a City within the County?		
Name of Local Agency which issued license: _____		

Business Name: _____

Authorized Individual: _____ Title: _____

Signature: _____ Dated: _____

VIDEO PRODUCTION AND GOVERNMENT CHANNEL SERVICES**PROPOSAL SUBMITTAL AND SELECTION**

1. All proposals, consisting of nine (9) hard copies and one (1) electronic copy (on CD) must be received by mail, recognized carrier, or hand delivered no later than 3:00 p.m. on January 4, 2012. Late proposals will not be considered and will be returned, unopened.

2. All correspondence should be directed to:

San Luis Obispo County
General Services Agency
1087 Santa Rosa Street
San Luis Obispo, CA 93408
ATTENTION: PHILL HALEY
Telephone: (805) 781-5904

3. All costs incurred in the preparation and submission of proposals and related documentation will be borne by the proposer.
4. It is preferred that all proposals be submitted on recycled paper, printed on two sides.
5. Selection of qualified proposers will be by an impartial Selection Committee using an approved County procedure for awarding professional contracts. Selection will be made on the basis of the proposals as submitted, although the County reserves the right to interview applicants as part of the selection process. The proceedings of the Selection Committee are confidential, and members of the Selection Committee are not to be contacted by the proposers.
6. This Request for Proposal does not constitute an offer of employment or to contract for services.
7. The County reserves the option to accept or reject any or all proposals, wholly or in part, received by reason of this request, and make more than one award, or no award, as the best interests of the County may appear.
8. All documents submitted to the County in response to this Request for Proposal will become the exclusive property of the County and may be returned to the proposer or kept by the County, in the County's sole discretion.
9. All proposals shall remain firm for ninety, (90) days following closing date for receipt of proposals.
10. The County reserves the right to award the contract to the firm who presents the proposal which in the judgment of the County, best accomplishes the desired results, and shall include, but not be limited to, a consideration of the professional service fee.
11. Any contract awarded pursuant to this Request for Proposal will incorporate the requirements and specifications contained in this Request for Proposal. All information presented in a proposer's proposal will be considered binding upon selection of the successful proposer, unless otherwise modified and agreed to by the County during subsequent negotiations.
12. The successful proposer is expected to execute a contract similar to the contract in Appendix A. This sample contract is for reference to the anticipated terms and conditions governing the County and the successful proposer. The proposer must take exception in their proposal to any section of the attached contract they do not agree with. Failing to do so will be deemed as acceptance by the proposer to the terms spelled out in the sample contract. The County reserves the right, in its sole discretion, to add, delete, or modify, or

VIDEO PRODUCTION AND GOVERNMENT CHANNEL SERVICES

negotiate additional terms and conditions to the attached contract. BEFORE BEGINNING ANY WORK OR SUBMITTING A PROPOSAL IT IS ADVISED THAT PROPOSERS READ THE COUNTY INSURANCE AND INDEMNIFICATION REQUIREMENTS IN THE ATTACHED SAMPLE CONTRACT. The selected proposer will be asked to provide evidence that County insurance requirements have been met. See Appendix A – Sample County Contract, and in the Sample County Contract the insurance requirements are found in Exhibit A.

13. Under the provisions of the California Public Records Act (the “Act”), Government Code section 6252 et seq., all “public records” (as defined in the Act) of a local agency, such as the County, must be available for inspection and copying upon the request of any person. Under the Act, the County may be obligated to provide a copy of any and all responses to this Request for Proposal, if such requests are made after the contract is awarded. One exception to this required disclosure is information which fits within the definition of a confidential trade secret [Government Code section 6254(k)] or contains other technical, financial or other data whose public disclosure could cause injury to the proposer’s competitive position. If any proposer believes that information contained in its response to this Request for Proposal should be protected from disclosure, the proposer **MUST** specifically identify the pages of the response that contains the information by properly marking the applicable pages and inserting the following notice in the front of its response:

NOTICE: *The data on pages _ of this response identified by an asterisk (*) contain technical or financial information, which are trade secrets, or information for which disclosure would result in substantial injury to the proposer’s competitive position. Proposer requests that such data be used only for the evaluation of the response, but understands that the disclosure will be limited to the extent the County considers proper under the law. If an agreement is entered into with the proposer, the County shall have the right to use or disclose the data as provided in the agreement, unless otherwise obligated by law.*

The County will not honor any attempt by proposer to designate its entire proposal as proprietary. If there is any dispute, lawsuit, claim or demand as to whether information within the response to the Request for Proposal is protected from disclosure under the Act, proposer shall indemnify, defend, and hold harmless, the County arising out of such dispute, lawsuit, claim or demand.

14. An electronic copy of your proposal must be included. This electronic copy should include all documents being submitted combined into one Adobe Acrobat (pdf) file on a CD, using this convention for the file name: FIRM NAME + RFP NUMBER (e.g., if your firm is Acme Inc. and you are responding to RFP #1101, your Acrobat (pdf) file would be named: **ACME 101.pdf**)

Additionally, if you deem any part of your proposal as proprietary and not to be disclosed under the California Public Records Act as explained in item 13 above, please mark the CD with the phrase “**Proprietary Information Included**”. This can be hand written or printed on the CD label.

VIDEO PRODUCTION AND GOVERNMENT CHANNEL SERVICES**PROPOSAL FORMAT**

A qualifying proposal must address all of the following points and shall be in the format outlined in this section:

1. Project Title
2. Applicant or Firm Name
3. Firm Qualifications
 - a. Type of organization, size, professional registration and affiliations.
 - b. Names and qualifications of personnel to be assigned to this project.
 - c. Outline of recent projects completed that are directly related to this project. Consultant is required to demonstrate specific design and project expertise relating to the requirements of the Project Scope.
 - d. Qualifications of consultants, subcontractors, or joint venture firm, if appropriate.
 - e. Client references from recent related projects, including name, address and phone number of individual to contact for referral.
4. Understanding of and Approach to the Project
 - a. Summary of approach to be taken.
 - b. Description of the organization and staffing to be used for the project.
 - c. Indication of information and participation the proposer will require from County staff.
 - d. Indication of time frame necessary to complete the plan review once a Notice to Proceed is issued.
5. Fees and Insurance
 - a. Propose total fixed fees to complete project as described under Project Scope.
 - b. The selected Consultant will be required to provide insurance coverage in the amount of \$ 1,000,000 General Liability Insurance and \$ 1,000,000 of Professional Liability Insurance. This amount of insurance coverage shall be reflected in your estimated professional fee.
 - c. The Consultant shall provide within five (5) days after the Notice of Award is issued a certificate of liability insurance naming the County of San Luis Obispo and its employees and officers as additionally named insured. This shall be maintained in full force and effect for the duration of the contract and must be in an amount and format satisfactory to the County.
 - d. Insert the appropriate indemnification clause here.

VIDEO PRODUCTION AND GOVERNMENT CHANNEL SERVICES**PROJECT SCOPE****Contents**

1	GENERAL INFORMATION	7
1.1	THE COUNTY OF SAN LUIS OBISPO	7
1.2	BOARD OF SUPERVISORS CHAMBERS.....	7
1.3	PRODUCTION FACILITIES OVERVIEW.....	7
1.3.1	Internet Connectivity.....	7
1.3.2	Technical Support.....	7
1.3.3	County Audio/Video Production & Broadcast Environment	8
1.3.4	Broadcasting System.....	8
1.4	PRODUCTION SYSTEMS	8
1.4.1	Video Technology.....	8
1.4.2	Audio Technology.....	9
1.5	AUDIO/VIDEO SYSTEMS	9
1.5.1	Video Capture Systems.....	9
1.5.2	Video Storage Systems.....	9
1.5.3	Video Display Systems.....	9
1.5.4	Audio Capture Systems.....	9
1.5.5	Audio Storage Systems.....	10
1.6	ROOM CONTROL SYSTEMS	10
1.6.1	Lighting.....	10
1.6.2	HVAC.....	10
1.6.3	Systems Controller	10
1.7	ENVIRONMENT AND SYSTEMS SUMMARY	10
1.8	TENTATIVE SCHEDULE OF EVENTS	10
1.9	CHAMBER TOURS AND QUESTION & ANSWER SESSION	11
2	VENDOR SELECTION CRITERIA	11
2.1	VENDOR NOTIFICATION.....	11
3	PROJECT SCOPE	12
3.1	TERM OF CONTRACT	12
3.2	COMPENSATION	12
3.3	SCOPE OF SERVICES.....	13
4	PERFORMANCE.....	14
4.1	TECHNICAL QUALIFICATIONS.....	14
4.2	OWNERSHIP AND COPYRIGHT OF COUNTY MEETING RECORDINGS.....	15
5	PROPOSAL SUBMISSION FORMAT	15
5.1	RESPONSE TITLE AND APPLICANT OR FIRM NAME	15
5.2	OFFER LETTER	15
5.3	EXECUTIVE SUMMARY	15
5.4	COMPANY BACKGROUND	15
5.5	UNDERSTANDING OF SCOPE OF PROJECT.....	16
5.6	REFERENCES.....	16
5.7	SAMPLE VIDEO PRODUCTION CREATED FOR A CUSTOMER OTHER THAN THE COUNTY OF SAN LUIS OBISPO IN DVD FORMAT.	16
5.8	EXCEPTIONS TO THE RFP.....	16
	APPENDIX A – SAMPLE COUNTY CONTRACT.....	18

VIDEO PRODUCTION AND GOVERNMENT CHANNEL SERVICES**1 General Information**

The County of San Luis Obispo seeks a vendor who can provide production staff that will use County equipment to produce meetings for the Board of Supervisors, Planning Commission, and other agencies or departments as required.

1.1 The County of San Luis Obispo

Of the current 58 California counties, San Luis Obispo County is one of the original 11 counties established in 1850. San Luis Obispo County has 22 departments and approximately 2,300 employees.

Additional information about the County can be accessed via the web at: www.slocounty.ca.gov

1.2 Board of Supervisors Chambers

In 2005, the County opened its new Board of Supervisors Chambers for general use. These chambers are equipped with a production quality studio for meetings and events held in the facility.

1.3 Production Facilities Overview

Productions can be played both live and pre-recorded for the local community cable television system, County internal cable television system, and web-streaming vendor. The production facility currently utilizes the follow equipment:

- 8-Channel video switching control board (Panasonic AG-MX70)
- Hard-drive based units for recording and playback with the ability to save to DVD (Leightronix TCD/RP and TCD/IP)
- SVHS record and playback units (2)
- Playback from DVD
- Four Remote controlled cameras (Sony BRC-300) with one fixed wide shot camera (JVC Digital Camera)
- PC based Computer Graphics generator (ComPix Media, Inc GenCG)
- Multiple in-room video sources including, staff PC, overhead projector, public laptop connections and publicly available DVD/VHS player
- MP3 based audio recorder
- Patch panels for troubleshooting and reconfiguring installed equipment

The production vendor is not expected to supply any fixed hardware.

1.3.1 Internet Connectivity

Within the chambers, Internet connectivity is provided via two local telecom providers. Access to the Internet is available via the County's secure network via both wired and wireless approaches. Access for the public is available, free of charge, via a wireless connection.

1.3.2 Technical Support

Technical Support staff is available 7:30 AM until 5:00 PM, Monday through Friday to provide support for the hardware and software used within the chambers. After hours support is also available but is limited to issue reporting only.

VIDEO PRODUCTION AND GOVERNMENT CHANNEL SERVICES**1.3.3 County Audio/Video Production & Broadcast Environment**

The County of San Luis Obispo maintains a professionally installed and managed production and broadcast environment for the multimedia publication of public meetings.

1.3.4 Broadcasting System

The following systems are in use by the County:

1.3.4.1 Charter Cable System

In accordance with Section 611 of the Federal Communication Commission's Telecommunications Act, the County owns the rights to Channel 21 of the local cable system for Government Access (along with other agencies and organizations in the community). The County reserves the right to contract with a separate vendor (but may opt to use the selected production vendor) to provide the programming for this channel.

The broadcasting system uses signal recognition to determine when County Equipment is broadcasting to Channel 21. The equipment consists of video sources, manually or digitally programmed broadcast switchers, and a centrally programmed broadcast controller.

1.3.4.2 Government Center Closed Circuit Cable System

By request, a County Department may broadcast their meeting to the new County Government Center building using the County's internal cable system. This may or may not be in concert with a Charter Cable broadcast. The same automated system and equipment used for video sourcing and switching is also used for programming and display of meetings via the internal Government Center cable system.

1.3.4.3 Webcasting System

The County contracts with Granicus (www.granicus.com) to provide web broadcast to the public and internal County staff. Granicus receives live video feed from the main broadcast equipment during broadcasted meetings. Granicus provides meeting audio/video archive retrieval once the meeting is complete.

Equipment used for webcasting is a video encoder, internal and external distribution servers, and internal video sources which include cameras, VTR's, and DVR's.

1.4 Production Systems

Production Systems in use by the County are industry standard technologies. They utilize components in both digital and analog formats. Computer based systems drive most of these components and technologies.

1.4.1 Video Technology

Standards in use are Composite, Y/C, RGHB, Proprietary Fiber Optic protocols, MPEG 1&2, AVI, and WMV. Wiring and connection of the systems are standardized with BNC connections preferred where possible.

There is a five camera system that is manually switched via a central 8 channel video mixer that also mixes several video subsystems. These video subsystems are a combination of matrixed video sources controlled by a room controller and stand-alone video storage/display devices. Final output is relayed to the broadcast systems and digital or analog video storage systems.

VIDEO PRODUCTION AND GOVERNMENT CHANNEL SERVICES**1.4.2 Audio Technology**

All audio interfaces in the County Board of Supervisors Chamber and attached AV Room are centralized through a Symetrix SymNet (<http://www.symetrix.co/products/symnet-open-architecture-dsp/>) master computer matrix capable of multiplexing, switching, channeling, and acoustic modification. This matrix is fully programmable and maintained by County Staff. Interface controls used by staff or vendors for this audio matrix are provided via the Master Room Control system.

1.5 Audio/Video Systems**1.5.1 Video Capture Systems****1.5.1.1 Cameras**

Utilizing a central control board to operate broadcast grade Pan-Tilt-Zoom cameras, the operator is able to capture every point in the room from more than one angle. Presets built into the cameras make redirecting a given focus point for the cameras as easy as pushing a button. In concert with the video mixer, the operator can maintain a fast moving meeting with little effort. There is also a 5th static focus camera that displays a dais wide shot.

1.5.1.2 Auxiliary Capture Interfaces

Built into the system are several interface points that allow other capture devices to be added to the system. This includes media transmission systems as well as items brought to the county by staff or the public.

1.5.2 Video Storage Systems**1.5.2.1 VTR's**

Standardized Y/C capable Video Tape Recorders are used to store signals from the meetings in S-VHS format. Multiple decks are available for simultaneous recording and playback as needed.

1.5.2.2 DVR's

The County operates multiple Digital Video Recorders. These units have built in digital storage capability as well as being able to output the signals to MPEG-2 compliant DVD recordings. The encoding method is proprietary to the recorders but the final output can be rendered into other digitally editable formats without going through an analog conversion process.

1.5.3 Video Display Systems

Rack mounted LCD monitors are used to display all the video sources including the storage systems. Primary preview and final program view are seen via large, high-end, rack mount CRT's. Broadcast quality is monitored with a consumer grade TV to verify audio/video boundary and quality.

1.5.4 Audio Capture Systems

Professional grade condenser microphones, both wireless and wired are used to capture sound within the chambers itself. These phantom powered devices send their signal back to

VIDEO PRODUCTION AND GOVERNMENT CHANNEL SERVICES

the central audio computer matrix for processing. The signal is processed back out to the various speakers within the room and re-mixed with the program feed to the broadcast and storage systems.

1.5.5 Audio Storage Systems

Audio is stored in a post-processed format via the video storage devices and a digital recording deck. The digital recording deck uses MP3 compression to optimally store the data on commonly found Compact Flash memory chips. The deck does all the conversion of the analog source signal.

1.6 Room Control Systems

1.6.1 Lighting

The lighting in the room is maintained by a Crestron (www.crestron.com) master lighting computer and controller. Several control panels within the room maintain presets as well as allow dimming override to the various presets.

1.6.2 HVAC

The heating, ventilation, and air-conditioning system is maintained by a central computer system that handles all needs for the entire building. Sensors throughout the room send their information back to this system and keep the attendees of the meeting comfortable. Overrides are available for after-hours operation of these systems up to midnight.

1.6.3 Systems Controller

One of the most complex systems in the chambers is the Crestron master room control system. This computer interfaces all room based systems to be controlled from a series of terminal interfaces. These terminals have custom programming that follows location and function of the terminal. The system can control audio, video, agenda, information, and lighting systems. Operators of the County AV systems will be required to understand and operate this central room control system. During meetings, the Clerk of the Board controls the Crestron and the vendor shall not override the Clerk's control without prior approval by the Clerk of the Board.

1.7 Environment and Systems Summary

All of the systems are integrated with each other. The complexity of the environment is dictated by the interaction of the systems. Each system is relatively simple to operate. Only trained staff can completely understand the fully integrated system. All vendors and operators of the system are trained by designated County staff who maintains the overall condition of the equipment, the room, and relationships with other County staff and vendors.

1.8 Tentative Schedule of Events (Subject to change without notice)

Date	Event
December 6, 2011	RFP Release Date
December 15 2011	Chamber Tours and Q&A (10 A.M. Pacific)
January 5, 2012	Proposals Due

VIDEO PRODUCTION AND GOVERNMENT CHANNEL SERVICES

January 12, 2012	Screening Process Complete
January 23, 2012	Vendor Selection and Negotiations Complete
February 14, 2012	Contract Awarded
February 21, 2012	Start of Contract

1.9 Chamber Tours and Question & Answer Session

An optional tour of the chambers and pre-proposal question and answer session will be held at 10:00 A.M. (Pacific) on Monday December 15, 2012. Interested parties should plan on being at the chambers facilities at 1055 Monterey Street in San Luis Obispo, CA. Please notify Phil Haley at (805) 781-5904 in advance by Monday December 12, 2011 if you will be attending the question and answer session. The primary purpose of this session is to provide background on the County's current needs as well as to provide participating firms with the opportunity to ask questions related to the RFP. The County's project team will facilitate an informal discussion to assist participating firms in assessing the needs of the County, as well as to provide insight into the County's project scope. The County will also use this time to provide participating firms with any additional information relevant to the RFP. Participation at the session is not required, but is strongly encouraged. It is the Vendor's responsibility to become familiar with all information necessary to prepare a proposal.

2 Vendor Selection Criteria

The County will evaluate proposals using the factors described below. Proposals that are late, that do not comply with proposal instructions, or those that take exceptions to mandatory requirements will be eliminated without further consideration. Proposals from vendors who are on a State or Federal Barment list will not be considered. All other proposals conforming to RFP submittal requirements will be given a thorough and objective review, based on the following criteria:

- Quality, attention to detail, and understanding of project scope as provided in the proposal.
- Local Preference Questionnaire response.
- An evaluation of Company Background. The County may request further information regarding the financial stability of the vendor.
- Experience in broadcasting governmental meetings and programming for government channels.
- An evaluation of sample video production submitted with proposal.
- References checks and possible site visits.
- A consideration of the value offered in the cost proposal.

2.1 Vendor Notification

The County is under no obligation to explain why a vendor was or was not selected as a finalist. The County reserves the right to go back and talk with any vendor at any time. The final vendor will be selected based the selection criteria listed above and on follow-up conversations with the finalists and/or any other criteria the County deems relevant. Vendors may be required to provide financial statements, a performance bond, and the name,

VIDEO PRODUCTION AND GOVERNMENT CHANNEL SERVICES

address, and telephone number of a Contractor's agency for purposes of Service of Process. Upon the conclusion of the selection process, the County may reject all proposals or enter into a contract with the selected vendor.

3 Project Scope

In an effort to connect with the County's citizens and more effectively engage their participation in their local government, the County of San Luis Obispo has been providing live web streaming and cablecast programming of the Board of Supervisors meetings for several years. Cablecast has been provided via a Government Access Channel operated at Charter Communication's facilities located at 270 Bridge Street in San Luis Obispo. The County reserves the right to relocate equipment to another facility to allow remote access to Charter Communications Government Access Channel cablecast. This programming is a component of the County's Public, Education and Government (PEG) Access Program.

The County has made the decision to continue providing live web streaming and cablecast programming of the Board of Supervisors, Planning Commission, and Health Commission meetings and is seeking proposals from local vendors qualified and interested in contracting with the County to deliver this service.

County Board of Supervisors meetings are scheduled Tuesdays, 9:00 a.m. - 5:00 p.m., with the exception of the fifth Tuesday in a month, and breaks as established by the Board. There will be approximately 40 meetings per year.

Planning Commission meetings are typically scheduled on the 1st and 3rd Thursday of each month 8:30 a.m. - 5:00 p.m. There will be approximately 24 meetings per year.

Health Commission meetings are scheduled monthly on the 2nd Monday of each month, 6:00 p.m. – 9:00 p.m., with the exception of July. It is estimated that there will be 11 meetings per year.

3.1 Term of Contract

The contract shall have a term of one (1) year. At the County's sole discretion, it may exercise an option to renew for four (4) annual renewals through approval of renewals by the County Administrator or Board of Supervisors.

3.2 Compensation

Proposed compensation should be structured to include:

- A price for each full-day meeting Board of Supervisors and Planning Commission Meeting per the schedule identified in Section 8 above,
- A price for each Board of Supervisors and Planning Commission meeting that ends by 12:15 p.m.,
- A price for each Health Commission Meeting per the schedule identified in Section 8 above, and
- An hourly overtime compensation for any full-day Board of Supervisors and Planning Commission Meeting that extends beyond 5:00 pm, or half-day meeting that extends beyond 12:15 p.m.
- An hourly rate for Board of Supervisors and Planning Commission meetings which extend end after 12:15 p.m. but conclude at or before 4:00 p.m. An hourly rate for

VIDEO PRODUCTION AND GOVERNMENT CHANNEL SERVICES

Board of Supervisor and Planning Commission meetings which extend beyond 5:00 p.m.

- An hourly rate for Health Commission meetings which extend beyond 9:00 p.m.
- An hourly rate for unscheduled meetings or additional services to be determined.

3.3 Scope of Services

The County seeks a qualified, independent contractor to provide the following services for television cablecast programming of the County Board of Supervisors meetings on the Government Access Channel:

1. Provide professionally produced live audio/video broadcast of meetings via Granicus web streaming, closed circuit channel 10, fm radio, and Charter Cable Channel 21.
2. Schedule and manage the programming for Channel 21. Broadcast and programming priorities for the use of Channel 21 are as follows:
 - a. Meetings of the Board of Supervisors, Planning Commission and Health Commission
 - b. Special meetings and workshops between the Board of Supervisor's members and other city or regional representatives when approved by the County Administrator or his/her designee..
 - c. County produced programming of a non-commercial, non-partisan nature that involve topics to inform citizens about County of San Luis Obispo services and programs or that may be of interest to the local community that are approved by the County Administrator or his/her designee.
 - d. Meetings of other governmental agencies which are approved by the County Administrator or his/her designee.
 - e. Other programming, that may include outside produced programs, which are non-commercial/non-partisan and are generally of an educational or public awareness nature as approved by the County Administrator or his/her designee.
3. Distribute the recording master of Board of Supervisors and Planning Commission meetings to Charter Channel 21 in a timely manner in order to provide for cable casting by 6:00 p.m. that evening (or 10:00 am the following business day for any meetings that extend beyond 6 p.m.). Also, distribute the recording master of Health Commission meetings to Charter Channel 21 by 10 a.m. the following business day.
4. Ensure that each recorded meeting is cablecast live on Channel 21 during the meeting-
5. Ensure the following playback schedule is met:
 - a. Board of Supervisors:

VIDEO PRODUCTION AND GOVERNMENT CHANNEL SERVICES

Tuesday: 6:00 p.m. or within one hour of the ending of the Board meeting if the meeting extends beyond 5:00 p.m.

Wednesday: 8:30 a.m. and in the evening beginning between 8:30 – 10 p.m.

Sunday: 5:30 p.m.

b. Planning Commission:

Thursday: 6:00 p.m. or within one hour of the ending of the Board meeting if the meeting extends beyond 5:00 p.m.

Saturday: 1:00 p.m. or as soon as possible after the end of the Cambria Community Services District meeting.

Monday: 6:00 p.m.

c. Health Commission:

Wednesday: 6:00 p.m.

6. The above meetings may be scheduled for additional playback at other available times during the week.
7. Play other County Public Services Announcements or special meetings at the time slots requested by the County.
8. Provide one copy of the recording to San Simeon Community Cable in a timely manner for broadcast to its subscribers, if requested by County or San Simeon Community Cable (currently not requested).
9. Provide one copy of the recording to the Board of Supervisor's Office and one copy to the San Luis Obispo City/County Library.

4 Performance

Successful execution of the contract will include the following:

1. The contractor will provide gavel-to-gavel coverage of all regular County Board of Supervisors, Planning Commission, and Health Commission meetings. There shall be no editing. A contingency plan must be developed to the satisfaction of the County to ensure that all regular meetings are cablecast and available for webcast and radio broadcast, without exception.
2. When requested by the County, contractor will work cooperatively with County staff on special events, or meetings, as appropriate, and at mutually agreed upon dates and times.
4. The contractor will not abuse County equipment.
5. The contractor will not remove any County equipment from the premises without pre-approval and authorization by the County Administrative Officer or his/her designee.
6. The contractor shall at all times provide courteous, high quality, efficient and professional technical service to the reasonable satisfaction of the County.

4.1 Technical Qualifications

The contractor shall, at all times during contracted meetings, have at least 1 employee in the production facility (aka control room) who has a minimum of two (2) years production experience in environments similar to that of the County.

4.2 Ownership and Copyright of County Meeting Recordings

All DVDs, videotapes, or other materials produced in whole or in part under the Agreement with the County shall be the property of the County. These materials may not be sold at any price by the Contractor, or broadcast by any means (such as web streaming) without the express, written consent of the County Administrative Officer. All materials that are sold shall be clearly marked so that the purchaser understands the copy is an "unofficial copy" of the recording.

5 Proposal Submission Format

Vendors are required to follow the proposal format specified in this section of the RFP. Non-conformance to this designated format may be considered grounds for disqualifying proposals.

Vendors may copy and paste sections of this document to facilitate the creation of their responses.

5.1 Response Title and Applicant or Firm Name

5.2 Offer Letter

Vendors must include a letter signed by a representative authorized to commit the proposing entity in contractual matters which includes:

- A statement that your company will perform the services and abide by the terms and conditions stated in the Request for Proposal and Vendor Response.
- A statement that you agree to the Terms and Conditions specified in Appendix A – Boilerplate contract language.
- A specification of who should be contacted in follow-up to your response along with their contact information.

5.3 Executive Summary

Vendors must include an Executive Summary. This part of the response to the RFP should be limited to a brief narrative highlighting the vendor's proposal. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel. Please include any benefits your company has over your competitors.

5.4 Company Background

Vendor must provide their response to the following statements and questions in this section of their proposal.

1. Name of Company.
2. Name of Parent Company, if applicable.
3. Company website address, if applicable.
4. Number of Years Company has been in business.
5. Is your company registered with the California Secretary of State to do business in California?
6. Does your company have a California street address and telephone number for purposes of Service of Process? If so, please provide the name, address, and telephone number.
7. Gross revenue for the prior fiscal year (in US dollars).

VIDEO PRODUCTION AND GOVERNMENT CHANNEL SERVICES

8. Is your organization anticipating any expansion or re-organization within the next year or two? If yes, please describe this.
9. How many employees in your company?
10. What amount of experience do your employees have in operating production facilities such as those owned by the County?
11. How often do you rotate employees through various production facilities?
12. How many Customers are you currently under contract to provide Video Productions Services to?

5.5 Understanding of Scope of Project

Vendors must include a statement of their understanding of the requested project scope. Such understanding shall represent the vendor's expert knowledge of the functions, methods, and problems related to providing effective products and/or services as described in this RFP.

5.6 References

Provide a minimum of three (3) and up to five (5) customer references. Public Sector experience is preferred. For each reference, provide:

Client / Customer Name	
Contact Individual	
Telephone & Fax Number	
Street Address	
City, State, Zip Code	
Dates of Service (from – to)	
Description of services provided including contract amount, when provided and project outcome.	

5.7 Sample Video Production created for a customer other than the County of San Luis Obispo in DVD format.

Vendor must include with your written proposal a DVD of a sample video production developed by your company for a customer other than the County of San Luis Obispo.

5.8 Exceptions to the RFP

List and explain any exceptions you have to this RFP.

VIDEO PRODUCTION AND GOVERNMENT CHANNEL SERVICES

Appendix A – Sample County Contract**CONTRACT FOR SPECIAL SERVICES BY
INDEPENDENT CONTRACTOR**

THIS CONTRACT is entered into this ____ day of ____, 20__, by and between the COUNTY OF SAN LUIS OBISPO (hereinafter referred to as "County") and _____ an independent contractor (hereinafter referred to as "Contractor").

WITNESSETH

WHEREAS, the County of San Luis Obispo has need for special services and advice in [INSERT ONE OF THE FOLLOWING: financial, economic, accounting, engineering, legal, medical, therapeutic, administrative, architectural, airport or building security matters, laundry services or linen services]; and

WHEREAS, Contractor is specially trained, experienced, expert and competent to perform such special services;

NOW THEREFORE, the parties mutually agree as follows:

1. **Scope of Services.** Pursuant to this Contract, Contractor shall provide to the County the following special services: [DESCRIBE SPECIFICALLY AND IN DETAIL].

2. **Compensation.** County shall pay to Contractor as compensation in full for all services performed by Contractor pursuant to this Contract, the sum of \$[AMOUNT: USE EITHER A LUMP SUM OR A SUM PER MONTH, WEEK, HOUR, ETC.], within thirty (30) days after the receipt of an itemized statement from Contractor required by paragraph 3 herein, which has been previously approved by an appropriate representative of the County department for whom Contractor is directly working.

3. **Billing.** Contractor shall submit to the County, on a [Period: e.g. MONTHLY, BI-WEEKLY] basis, a detailed statement of services performed during that preceding period, including the number of hours of work performed.

4. **Term of Contract.** This Contract shall commence on [DATE], and shall terminate on [DATE], unless said work is completed on a date prior thereto or unless terminated earlier as provided therein. Termination of the Contract may be effectuated by the Department Head without the need for action, approval or ratification of the Board of Supervisors.

ALTERNATIVE PARAGRAPH: This Contract shall commence on [DATE], for an initial term until [DATE], and shall be automatically renewed under like terms for one (1) year periods thereafter, subject, however to the rights of modification contained herein and the provisions of paragraphs 5 and 6.

5. **Termination of Contract for Convenience of Either Party.** Either party may terminate this contract at any time by giving to the other party [NUMBER] days' written notice of such

VIDEO PRODUCTION AND GOVERNMENT CHANNEL SERVICES

termination. Termination shall have no effect on upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of said termination.

6. Termination of Contract for Cause. If Contractor fails to perform Contractor's duties to the satisfaction of the County or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract or if Contractor shall violate any of the terms or provisions of this Contract or if Contractor, Contractor's agents or employees fail to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the County or if [ANY ADDITIONAL REASONS], then County shall have the right to terminate this Contract effective immediately upon the County giving written notice thereof to the Contractor. Termination shall have no affect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of such termination. If County's termination of Contractor for cause is defective for any reason, including but not limited to County's reliance on erroneous facts concerning Contractor's performance, or any defect in notice thereof, County's maximum liability shall not exceed the amount payable to Contractor under paragraph 5 above.

7. Equal Employment Opportunity. During the performance of this Contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, and hereby promises to comply with the provision on contractor agreements contained in Presidential Executive Order Number 11246 as amended by Executive Order (1) 75 and as approved by Department of Labor Relations (41 CFR Part 61).

8. Entire Agreement and Modification. This Contract supersedes all previous contracts and constitutes the entire understanding of the parties hereto. Contractor shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this Contract, Contractor relies solely upon the provisions contained in this Contract and no others.

9. Non-Assignment of Contract. Inasmuch as this Contract is intended to secure the specialized services of the Contractor, Contractor may not assign, transfer, delegate or sublet any interest therein without the prior written consent of County and any such assignment, transfer, delegation, or sublease without the County's prior written consent shall be considered null and void.

10. Covenant. This Contract has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Contract shall be determined and governed by the laws of the State of California. All duties and obligations of the parties created hereunder are performable in San Luis Obispo County and such County shall be the

VIDEO PRODUCTION AND GOVERNMENT CHANNEL SERVICES

venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Contract.

11. Enforceability. If any term, covenant, condition or provision of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

12. Employment Status. Contractor shall, during the entire term of the Contract, be construed to be an independent Contractor and nothing in this Contract is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this Contract; provided always however that the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services.

Contractor understands and agrees that Contractor's personnel are not and will not be eligible for membership in or any benefits from any County group plan for hospital, surgical or medical insurance or for membership in any County retirement program or for paid vacation, paid sick leave, or other leave, with or without pay or for any other benefit which accrues to a County employee.

13. Warranty of Contractor. Contractor warrants that Contractor and each of the personnel employed or otherwise retained by Contractor are properly certified licensed and insured under the laws and regulations of the State of California to provide the special services herein agreed to.

14. Indemnification. [SELECT OPTIONS 1-5: Consultant-Construction: Consultant Non-Construction ; Contractor-Construction; Contractor-Non Construction; Consultant-Design Professional; Lessor-Lessee; Airport/Aircraft Operations CEQA]. (See Risk Management Bulletin Board.)

15. Insurance [SELECT ONE - CONTRACTOR, CONSULTANT, DESIGN PROFESSIONAL] (See Risk Management Bulletin Board.)

Contractor, at its sole cost and expense, shall purchase and maintain the insurance policies set forth below on all of its operations under this Agreement. Such policies shall be maintained for the full term of this Agreement and the related warranty period (if applicable) and shall provide products/completed operations coverage for four (4) years following completion of Contractor's work under this Agreement and acceptance by the County. Any failure to comply with reporting provisions(s) of the policies referred to above shall not affect coverage provided to the County, its officers, employees, volunteers and agents. For purposes of the insurance policies required hereunder, the term "County" shall include officers, employees, volunteers and agents of the County of San Luis Obispo, California, individually or collectively.

VIDEO PRODUCTION AND GOVERNMENT CHANNEL SERVICES**1. MINIMUM SCOPE AND LIMITS OF REQUIRED INSURANCE POLICIES**

(Contact Risk Management for variation of insurance requirements for large or small contracts that may not fit the standard insurance requirements)

The following policies shall be maintained with insurers authorized to do business in the State of California and shall be issued under forms of policies satisfactory to the County:

a. COMMERCIAL GENERAL LIABILITY INSURANCE POLICY ("CGL")

Policy shall include coverage at least as broad as set forth in Insurance Services Office (herein "ISO") Commercial General Liability coverage. (Occurrence Form CG 0001) with policy limits not less than the following:

\$1,000,000 each occurrence (combined single limit);

\$1,000,000 for personal injury liability;

\$1,000,000 aggregate for products-completed operations; and,

\$1,000,000 general aggregate.

The general aggregate limits shall apply separately to Contractor's work under this Agreement.

b. BUSINESS AUTOMOBILE LIABILITY POLICY ("BAL")

Policy shall include coverage at least as broad as set forth in Insurance Services Office Business Automobile Liability Coverage, Code 1 "Any Auto" (Form CA 0001). This policy shall include a minimum combined single limit of not less than One-million (\$1,000,000) dollars for each accident, for bodily injury and/or property damage. Such policy shall be applicable to vehicles used in pursuit of any of the activities associated with this Agreement. Contractor shall not provide a Comprehensive Automobile Liability policy which specifically lists scheduled vehicles without the express written consent of County.

c. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY ("WC/EL")

This policy shall include at least the following coverages and policy limits:

1. Workers' Compensation insurance as required by the laws of the State of California; and
2. Employer's Liability Insurance Coverage B with coverage amounts not less than one million (\$1,000,000) dollars each accident/Bodily Injury (herein "BI"); one million (\$1,000,000) dollars policy limit BI by disease; and, one million (\$1,000,000) dollars each employee BI by disease.

d. [OPTIONAL] PROFESSIONAL LIABILITY INSURANCE POLICY ("PL")

This policy shall cover damages, liabilities, and costs incurred as a result of Contractor's professional errors and omissions or malpractice. This policy shall include

VIDEO PRODUCTION AND GOVERNMENT CHANNEL SERVICES

a coverage limit of at least One Million Dollars (\$1,000,000) per claim, including the annual aggregate for all claims (such coverage shall apply during the performance of the services under this Agreement and for two (2) years thereafter with respect to incidents which occur during the performance of this Agreement). Contractor shall notify the County if any annual aggregate is eroded by more than seventy-five percent (75%) in any given year.

2. **DEDUCTIBLES AND SELF-INSURANCE RETENTIONS**

Any deductibles and/or self-insured retentions which apply to any of the insurance policies referred to above shall be declared in writing by Contractor and approved by the County before work is begun pursuant to this Agreement. At the option of the County, Contractor shall either reduce or eliminate such deductibles or self-insured retentions as respect the County, its officers, employees, volunteers and agents, or shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and/or defense expenses.

3. **ENDORSEMENTS**

All of the following clauses and endorsements, or similar provisions, are required to be made a part of insurance policies indicated in parentheses below:

- a. A "Cross Liability", "Severability of Interest" or "Separation of Insureds" clause (CGL & BAL);
- b. The County of San Luis Obispo, its officers, employees, volunteers and agents are hereby added as additional insureds with respect to all liabilities arising out of Contractor's performance of work under this Agreement (CGL & BAL);
- c. If the insurance policy covers an "accident" basis, it must be changed to "occurrence" (CGL & BAL);
- d. This policy shall be considered primary insurance with respect to any other valid and collectible insurance County may possess, including any self-insured retention County may have, and any other insurance County does possess shall be considered excess insurance only and shall not be called upon to contribute to this insurance (CGL, BAL & PL);
- e. No cancellation or non-renewal of this policy, or reduction of coverage afforded under the policy, shall be effective until written notice has been given at least thirty (30) days prior to the effective date of such reduction or cancellation to County at the address set forth below (CGL, BAL, WC/EL & PL);
- f. Contractor and its insurers shall agree to waive all rights of subrogation against the County, its officers, employees, volunteers and agents for any loss arising under this Agreement (CGL); and

VIDEO PRODUCTION AND GOVERNMENT CHANNEL SERVICES

g. Deductibles and self-insured retentions must be declared (All Policies).

4. **ABSENCE OF INSURANCE COVERAGE**

County may direct Contractor to immediately cease all activities with respect to this Agreement if it determines that Contractor fails to carry, in full force and affect, all insurance policies with coverages at or above the limits specified in this Agreement. Any delays or expense caused due to stopping of work and change of insurance shall be considered Contractor's delay and expense. At the County's discretion, under conditions of lapse, the County may purchase appropriate insurance and charge all costs related to such policy to Contractor.

5. **PROOF OF INSURANCE COVERAGE AND COVERAGE VERIFICATION**

Prior to commencement of work under this Agreement, and annually thereafter for the term of this Agreement, Contractor, or each of Contractor's insurance brokers or companies, shall provide County a current copy of a Certificate of Insurance, on an Accord or similar form, which includes complete policy coverage verification, as evidence of the stipulated coverages. All of the insurance companies providing insurance for Contractor shall have, and provide evidence of, A.M. Best Rating of "A-FSCVII" or above. The Certificate of Insurance and coverage verification and all other notices related to cancellation or non-renewal shall be mailed to:

List County Department & Contact

16. **Records.**

a. Contractor shall keep complete and accurate records for the services performed pursuant to this Contract and any records required by law or government regulation and shall make such records available to County upon request.

b. Contractor shall assure the confidentiality of any records that are required by law to be so maintained.

c. Contractor shall prepare and forward such additional or supplementary records as County may reasonably request.

[ALTERNATE PARAGRAPH]

17. **Accounting.**

Contractor shall maintain accounting records in accordance with generally accepted accounting principles. The Contractor shall obtain the services of a qualified bookkeeper or accountant to ensure that accounting records meet this requirement.

Contractor shall maintain acceptable books of accounts which include, but are not limited to, a general ledger, cash receipts journal, cash disbursements journal, general journal and payroll journal.

VIDEO PRODUCTION AND GOVERNMENT CHANNEL SERVICES

Contractor shall record costs in a cost accounting system which clearly identifies the source of all costs. Contract costs shall not be co-mingled with other project costs, but shall be directly traceable to contract billings to the County.

The use of worksheets to produce billings shall be kept to a minimum. If worksheets are used to produce billings, all entries should be documented and clearly traceable to the Contractor's cost accounting records.

All accounting records and supporting documentation shall be retained for a minimum of five (5) years or until any audit findings are resolved, whichever is later. Contractor shall safeguard the accounting records and supporting documentation.

Contractor shall make accounting records and supporting documentation available on demand to the County and _____ for inspection and audit. Disallowed costs shall be repaid to the County. The County may require to have the Contractor's accounting records audited, at Contractor's expense, by an accountant licensed by the State of California. The audit shall be presented to the County Auditor-Controller within thirty (30) days after completion of the audit.

18. Notices. Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by first class mail to the County at:

and to the Contractor:

19. Cost Disclosure - Documents and Written Reports. Pursuant to Government Code section 7550, if the total cost of this Contract is over \$5,000.00, the Contractor shall include in all final documents and in all written reports submitted a written summary of costs, which shall set forth the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such documentation or written report. The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report.

20. Reports. [OPTIONAL PARAGRAPH INCLUDED IN ALL DSS CONTRACTS]. Written reports shall be submitted monthly by Contractor to County by the 10th day of each month succeeding the month within which the report is concerned. The report shall describe the work performed, personnel involved and accomplishments made during the preceding months, and the manner in which all conditions and specification of the contract are being met, plus any problems anticipated in performing said work in the future.

VIDEO PRODUCTION AND GOVERNMENT CHANNEL SERVICES

21. **Copyright.** [OPTIONAL PARAGRAPH]. Any reports, maps, documents or other materials produced in whole or part under this Contract shall be the property of the County and none shall be subject to an application for copyright by or on behalf of Contractor.

22. **Findings Confidential.** [OPTIONAL PARAGRAPH]. No reports, maps, information, documents, or any other materials given to or prepared by Contractor under this Contract which County requests in writing to be kept confidential, shall be made available to any individual or organization by Contractor without the prior written approval of County. However, Contractor shall be free to disclose such data as is publicly available.

23. **Performance Bond.** [OPTIONAL PARAGRAPH]. At the time of execution of the Contract, the Contractor shall furnish a "faithful performance" bond in the sum of one hundred percent (100%) of the Contract price to guarantee the performance of the Contract.

24. **Restrictive Covenant.** [OPTIONAL PARAGRAPH]. Contractor agrees that he will not, during the continuance of this Contract, perform or otherwise exercise his services in any manner or place except for the County, unless and until said County waives this restriction.

25. **Equipment and Supplies.** [OPTIONAL PARAGRAPH]. Contractor will provide all necessary equipment and supplies in order to carry out the terms of this Contract.

26. **Completed with FED LAW.** For all DSS contracts over \$10,000 the contractor shall comply with Section 106.

IN WITNESS THEREOF, County and Contractor have executed this Contract on the day and year first hereinabove set forth.

APPROVED AS TO FORM AND LEGAL EFFECT:

Warren R. Jensen
County Counsel

By: _____
Deputy County Counsel

Date: _____

COUNTY OF SAN LUIS OBISPO

By: _____
Chairman of the Board of Supervisors

Approved by the Board of Supervisors this on
_____, 20__

ATTEST:

VIDEO PRODUCTION AND GOVERNMENT CHANNEL SERVICES

Clerk of the Board of Supervisors

CONTRACTOR:

Title: _____

Date: _____

State of California

County of _____

On _____ before me, _____ personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____ (Seal)